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Remarks

The present response is to the Office Action mailed in the above-referenced case on January 25, 2007. Claims 1-33 are standing for examination. In the present Office Action the Examiner requires a corrected Information Disclosure Statement. Claims 10, 16 and 19 are objected for informalities. Claims 18-21, 23, 25-27, 30-33 are rejected under 35 U.S.C. 102(e) as being anticipated by Delurgio et al. (US 7,092,918) hereinafter Delurgio. Claims 1-17, 22, 24, 28-30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Delurgio.

In response to the rejections and comments provided by the Examiner, applicant herein presents detailed arguments which clearly show where the art of Delurgio lacks teaching to read on actual "deal" parameters and scenarios as determined in applicant's invention, as claimed. Claims 10, 16 and 19 are herein amended in order to overcome the Examiner's objections.

The Examiner, in the rejection of independent method claim 18, merely presents applicant's claim, word for word, equating the limitations to various figures of Delurgio and in some instances their associated specification, citing one portion of Delurgio being col. 17, lines 33-37.

Applicant argues that the Examiner puts an undue burden on applicant when not accompanying the rejection of claim limitations with actual explanation of what the Examiner actually interprets in the art to read on applicant's claimed limitations. Because Delurgio is concerned with finding a market price for products based on demand and other factors having nothing to do with actual deal scenarios, as claimed, it is difficult for applicant to understand and equate the teachings of Delurgio with the limitations in steps of claim 18.

The Examiner states that Delurgio teaches activating a deal optimization option from a menu of options provided for the purpose; (Fig 10-16). Applicant argues that figures 10-16 of Delurgio represent a method for optimizing the prices of products for sale. Applicant teaches and claims that a special set of factors are introduced into the

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pricing schema by the inventor to enable and enhance management of deals that are pending, being created or deals that are already in progress (deals monitored during lifetime of the deal). The introduced factors are categorized as deal factors because they are generally considered after basic pricing factors have been executed and pricing information has been served. The deal factors define certain deal options for scenarios that may be available as deal presentation options or, perhaps, product distribution options for deals that are already in place and active (Pg. 55, line 12-18). Therefore, applicant argues that Delurgio clearly fails to teach activating a deal optimization option from a menu of options provided for the purpose, as claimed.

The Examiner states that Delurgio teaches in step (c) executing an advisory factor command as a result of the selection of step (b); (col. 17: lines 33-37). Applicant argues said portion of Delurgio teaches the columns 1901 1903 of Fig. 19 present summarized result data for a selected optimization scenario according to a contribution margin method of viewing the data. Initial, optimized, and percent change values are provided for such attributes of an optimization as equivalent unit volume, unit volume, revenue, equivalent retail price, product cost, gross margin, variable cost, contribution margin, overhead allocation, and net profit.

Applicant teaches that advisory factors 2202 are also termed deal factors by the inventor and are used, in a preferred embodiment, at the end of an item pricing sequence. In practice, pricing information is figured for a possible deal being worked on and then options for the pending deal are realized through implementing various advisory factors that indicate deal scenario possibilities and options for maximizing revenue, profit margin, or realizing other company or even customer objectives.

Applicant argues that the Examiner is not correctly interpreting and giving patentable weight to the "deal" language as recited in applicant's claims and taught in applicant's specification. Determining and potentially changing aspects and structure of a deal, as claimed in applicant's invention does not equate to determining a price for a product as taught in Delurgio.

Therefore, applicant believes claim 18 is clearly patentable over the art of

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Delurgio. Claim 1 is applicant's independent system and software claim including similar limitations argued on behalf of independent claim 18 and is also patentable as argued above. Dependent claims 2-17 and 19-33 are patentable on their own merits, or at least as dependent from a patentable claim.

As all of the claims standing for examination are now patentable as argued by applicant over the art of record, applicant respectfully requests that the present case be passed quickly to issue. If there are any time extensions needed beyond any extension specifically requested with this amendment, such extension of time is hereby requested. If there are any fees due beyond any fees paid with this amendment, authorization is given to deduct such fees from deposit account 50-0534.

Respectfully Submitted,
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